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Wheelerville Ufsd And Wheelerville
Ufsd Teachers Assn

AGREEMENT

between

**WHEELERVILLE UNION FREE SCHOOL
TEACHERS ASSOCIATION**

and

**WHEELERVILLE UNION FREE SCHOOL
DISTRICT**

JULY 1, 2002 – JUNE 30, 2005

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

16

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ARTICLE 1

RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative for purposes of collective negotiations, of a negotiating unit consisting of all certified teachers and teaching assistants for the purpose of employment as defined in the Public Employees Fair Employment Act and for the purpose of administration of grievances arising under any collective bargaining agreement between the parties. Excluded from the bargaining unit are the Superintendent and per diem substitutes.

ARTICLE 2

DEFINITIONS

- 2.1 It is mutually agreed that the following terms, when used in this Agreement, shall mean:
- 2.1.1 *District* shall mean the Wheelerville Union Free School District unless otherwise specified.
- 2.1.2 *Board* shall mean the Board of Education of said school district unless otherwise specified.
- 2.1.3 *Association* shall mean the Wheelerville Union Free School Teachers Association (WUFSTA).

ARTICLE 3

AGREEMENT STATUS

- 3.1 This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.2 All terms and conditions of employment not covered by this Agreement shall be in accordance with past practice.

- 3.3 Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual agreement, arrangement or contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.
- 3.4 If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Definition

- 4.1.1 A grievance is a complaint based on an alleged violation, misinterpretation, or misapplication of a provision of this Agreement or of a past practice.
- 4.1.2 The parties to this Agreement declare their joint intent to promptly resolve complaints through the procedure below.

4.2 Procedures

- 4.2.1 No action or matter shall be considered the subject of a grievance unless it is presented at the appropriate step in the grievance procedure within thirty (30) school days after the teacher or group of teachers knew or should have known of the act or condition on which the grievance is based.

4.3 Steps

- 4.3.1 An employee shall present his/her complaint in writing to the Superintendent. The grievance shall state specifically the provision of this Agreement or past practice that allegedly has been violated.

- 4.3.2 Within fifteen (15) school days the Superintendent shall present to the employee a written decision after conducting a review of all pertinent material. Such review may include an informal discussion of the dispute with the grievant and/or the Association.
- 4.3.3 If the aggrieved employee and/or the Association is not satisfied with the Superintendent's decision, the aggrieved person or the Association may file a request for review with the Board within twenty (20) school days. Within twenty (20) school days the Board shall render a written decision which shall be forwarded to the aggrieved teacher and the Association president.
- 4.3.4 If the aggrieved teacher or the association does not appeal a grievance to the next level of this procedure within fifteen (15) school days of the date of receipt of the previous decision then the issue shall be considered resolved.
- 4.3.5 If the aggrieved party or the Association is not satisfied with the determination of the Board, the Association may submit the matter to arbitration under the voluntary arbitration rules of the American Arbitration Association. The cost of the services of the arbitration, including expenses, if any, will be shared equally by the Board and the Association.
- 4.3.6 The decision of the Arbitrator shall be final and binding on the parties.
- 4.3.7 The Arbitrator shall be without power to render a decision contrary to law or inconsistent with the terms of this Agreement.

ARTICLE 5

FORMAL TEACHER EVALUATION

- 5.1 All teacher evaluations and professional growth shall be governed by the following procedures:
 - 5.1.1 Probationary Teachers – Since the goal of the evaluation process is to assist the probationary teacher and to provide opportunities for personal and professional development and growth, the following system of evaluation will be followed for probationary teachers.
 - I. During year one: Evaluation will be done through both FORMATIVE and SUMMATIVE activities outlined below:

- A. Prior to the end of the second week of school, the building principal will meet on an individual basis with the new teachers to discuss district expectations and goals.
- B. Beginning in November, the building principal will begin conducting formal, announced classroom visitations using the "Instructional Assessment" form. A minimum of three (3) formal classroom visitations will be conducted each year for each probationary teacher.
- C. All formal classroom observations and evaluations of work performance which will be entered in the teacher's personnel file will be conducted openly, with full knowledge of the teacher. Teachers will be given reasonable notice of the date and time each such formal observation will be conducted.
- D. Prior to the classroom visitation, the teacher and principal will meet to discuss the pre-observation worksheet.
- E. Prior to the post observation visitation meeting (generally within 5 school days of the observation) the teacher will be provided with the principals' completed "Instructional Assessment" form.
- F. During the post-classroom visitation discussion, the teacher and the observer will develop an effective action plan to be completed prior to the next classroom visitation. There will be at least a two-week interval between formative observations.
- G. At the end of the first year, a Summative Evaluation in narrative form will be developed by the principal between June 1 and June 20 after meeting with the teacher involved and based upon the following:
- 1.) The written evaluations developed during the year and progress made through the various action plans developed.
 - 2.) A minimum of three (3) and a maximum of five (5) artifacts presented to the principal by the teacher.
 - 3.) A self-evaluation written by the teacher will be presented to the principal during the evaluation meeting.

The summative evaluation will be discussed by the principal and the teacher prior to the last day of the school year. It will include a clear indication of progress toward tenure and any recommendations for further development. For teachers who have not shown appropriate progress toward tenure, a recommendation will be made by the Superintendent to the Board of Education to terminate the probationary appointment. The summative evaluation will also include the method of evaluation to be followed for the second year of probation. (see section A & B "During Second Year")

II. During Year Two:

A. For teachers making satisfactory progress toward tenure at the end of the first year of probation, the same evaluative procedure followed in year one will be followed in year two.

Teachers making satisfactory progress toward tenure at the end of the second year of probation will choose a form of evaluation / professional development to be followed during the third year of probation from the menu provided for tenured teachers.

B. For teachers deemed to need additional assistance in making satisfactory progress toward tenure at the end of the first year:

- 1.) The teacher and the principal will develop an effective action plan prior to September 1 of the second teaching year.
- 2.) Increased classroom visitations (a minimum of six during the school year) with formative evaluations will be conducted.

Between June 1 and June 20 of the second year, the principal will develop a summative evaluation based upon the progress made toward the goals identified in the action plan (#1 above) and items listed in Section G above. The summative evaluation will include a recommendation to move the teacher to the Professional Development Menu for tenured teachers or to terminate the probationary appointment.

III. During Year Three:

Probationary teachers will make a selection from the Professional Development Menu provided for tenured teachers. By February 1, a final summative evaluation will be prepared by the building principal based upon progress in the menu choice and the formative evaluations from year one and year two. A recommendation for the approval of or denial of tenure will be made by the Superintendent of School to the Board of Education at their regularly scheduled February meeting.

5.1.2 Tenured Teachers – all tenured teachers will select a professional growth and/or development activity which will become the basis for their ongoing Professional Performance Review. The following format for professional growth and development has been specifically developed for tenured teachers.

H. By no later than October 15th of each year, tenured teachers will select an activity from the Professional Development Menu. Working with the principal, teachers will design a format that is best suited to meet their individual needs and/or the needs of their classroom or program. Teachers may work on an individual basis or in conjunction with other faculty members. The teacher and principal will sign a professional growth progress sheet at the time the activity is selected, but no later than October 15th. At least one activity update meeting will be held between the teacher and principal before January 1st. Teachers will be allowed to make changes that are necessary to meet the teacher's professional needs. A summary of the activity will be completed and submitted to the principal by June 1st. The professional growth progress sheet and summary will become part of the teacher's personnel file.

III. Professional Growth/Development Menu

A. General Guidelines

1. Define a focus (related to the teacher's area of instruction/responsibility and/or general professional growth).
2. Choose an activity(ies) which effectively matches the focus by Oct. 15
3. Determine an action plan. – Update meeting by January 1
4. Implement the plan.
5. Upon completion, present a culminating activity – June 1

B. Menu (See Appendix #1)

1. Self Improvement
2. Instructional Team Interaction
3. Portfolio of Professional Growth
4. Writing a Professional Piece of Literature
5. Videotaping and Analysis
6. Mentor Program
7. Self Choice
8. Teacher requested formal observation – the observation will be written as a narrative unless the teacher and principal agree on a specific form.

5.1.3 Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor at least one (1) day before the conference to discuss it. No such report shall be submitted to the District Superintendent's office, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher.

5.1.4 No material derogatory to a teacher's conduct, service, character or personality will be placed in the personnel file unless the teacher has had the opportunity to review such material. The teacher will acknowledge that having had the opportunity to review such material by signing the copy to be filed, it is with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also will have the right to submit a written answer to such material, which will be reviewed by the Superintendent, or other evaluating administrator, and attached to the file copy within ten (10) days. These personnel files will be opened within a reasonable time for inspection by the individual teacher at his/her request without withdrawal of any items from these files except confidential items received in relation to the initial employment of the teacher.

5.1.5 Teachers will have the right, upon reasonable request, to review the contents of their personnel files and to make copies of any non-confidential documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

ARTICLE 6

CONTINUATION OF EMPLOYMENT

- 6.1 Teachers shall be granted tenure in accordance with the applicable provisions of the Education Law.
- 6.2 Where the Board determines that a teacher shall not be appointed to tenure at the conclusion of said teacher's probationary appointment, notice of such determination shall be given by April 1 of the final year of said teacher's probationary appointment.
- 6.3 No teacher shall be disciplined or discharged without just cause. In accordance with established law, this provision does not apply to a Board decision not to grant tenure.
- 6.4 **Retirement**
 - 6.4.1 Employees who are retiring must provide the Superintendent with a written letter of resignation for retirement purposes at least six months prior to the retirement date. If six months notice is not given, the employee will not be eligible for the accumulated leave day redemption (as set forth in Article 8.1.4) upon retirement. Extenuating circumstances will be considered on a case by case basis.

ARTICLE 7

PERSONAL INJURY

- 7.1 Whenever a teacher is absent from school as a result of a personal injury compensable under the Workers' Compensation laws, and caused by an accident (other than assault) arising out of and in the course of employment, he/she shall be paid his/her full salary for the period of such absence (less the amount of income compensation awarded), up to one calendar year without having such absence charged to his/her annual or accumulated sick leave, or until Workers' Compensation payments are terminated, whichever is the shorter period of time.

ARTICLE 8

LEAVE DAYS WITH PAY

8.1 Leave Days With Pay

8.1.1 **Sick Leave:** Bargaining unit members will be entitled to fifteen(15) days of paid leave for personal illness or illness in the employee's immediate family.

8.1.2 **Personal Leave:** Bargaining unit members will be entitled to three (3) days of paid leave for personal business which absolutely cannot be conducted before or after the employee's normal working hours or on weekends. The employee requesting the leave shall sign a leave form agreed upon by the Board of Education and the Association that indicates compliance with this article. (8.1.2)

8.1.2.1 Personal leave may be taken in full or half days.

8.1.2.2 Personal leave cannot be taken to extend weekends, vacations or holidays.

8.1.2.3 It is expected that, barring unforeseen circumstances the agreed upon leave form shall be submitted to the Superintendent at least 72 hours prior to the day(s) the employee intends to be absent.

8.1.3 In the event that the requested personal leave creates a hardship for the District in terms of substitute staffing, the Superintendent may consult with the staff member requesting the leave and/or Association leadership to alleviate the situation.

8.1.4 Payment for Unused Leave Days

8.1.4.1 Employees hired prior to July 1, 1998, may accumulate unused sick and personal leave days on an unlimited basis. After ten (10) years of employment and upon the retirement of the employee (pursuant to the rules of the New York State Teachers' Retirement System), such employees shall be paid \$55 per day for each such accumulated day.

8.1.4.2 Employees hired on or after July 1, 1998, may accumulate unused sick and personal leave days on an unlimited basis. After ten (10) years of employment and upon the retirement of the employee (pursuant to the rules of the New York State Teachers' Retirement System), such employees shall be paid \$35 per day for each such accumulated day.

- 8.1.5 Should an employee die with unused and accumulated sick and personal leave days and, in life, the employee would have been eligible for the payment set forth in 8.1.4 above, then the value of such days shall become an asset of the deceased employee's estate. The District shall pay the deceased employee's designee(s) or heir(s) within twelve (12) months of the employee's death. All employees should record, with the Business Administrator, their intended recipients of the value of these days.
- 8.1.6 Each employee shall be notified by the District, in writing, of each year's accumulated unused emergency leave days, prior to their deposit.
- 8.1.7 Teachers whose respective schools are closed for reasons of illness by order of the Superintendent shall receive full pay, and such absence shall not be charged to sick leave in accordance with past practice.
- 8.1.8 In the event of absence of a teacher for illness or accident in excess of five (5) consecutive working days, the teacher is on notice that the Board may require an examination by an independent physician, such examination to be at Board expense.
- 8.1.9 The Board may require a teacher who has been absent because of an infectious or contagious disease to submit evidence of complete recovery before resuming his/her duties.
- 8.1.10 For a member of the bargaining unit employed for less than a full work year, leave entitlement shall be prorated at 1/1-2 days per month (or major part thereof).
- 8.2 **Bereavement Leave**
- 8.2.1 In addition to the foregoing leave, teachers shall be entitled to bereavement leave at the time of death as follows:
- 8.2.1.1 Five (5) days: Spouse, child, parent
- 8.2.1.2 Three (3) days: Sibling, grandparent, grandchild, parent-in-law
- 8.2.1.3 One (1) day to attend the funeral of aunt, uncle, cousin, nephew, niece.

ARTICLE 9

LEAVES OF ABSENCE WITHOUT PAY

9.1 Maternity Leave

9.1.1 A teacher who has become pregnant and becomes temporarily physically disabled so that she cannot perform all duties of her position, shall be entitled to use all emergency leave credits available to her. Such use of emergency leave credits shall be subjected to the following restrictions:

9.1.1.1 The use of emergency leave credits may not commence until the teacher has submitted satisfactory medical certification that her pregnancy has caused her to become temporarily physically disabled so that she cannot perform the duties of her position.

9.1.1.2 The use of emergency leave credits shall continue only as long as the teacher continues to be temporarily physically disabled.

9.1.1.3 The District may, at any time during a teacher's use of emergency leave credits under this Article, require the teacher to submit satisfactory medical evidence that she continues to be temporarily physically disabled.

9.1.2 A teacher in this negotiating unit who is pregnant shall be permitted to remain in her position until her pregnancy has caused her to become temporarily physically disabled so that she cannot perform all duties of her position.

9.1.3 Prior to or upon completion of a pregnant teacher's period of temporary disability, or upon exhaustion of her emergency leave credits, such teacher may, at her request, be granted a leave of absence without pay subject to the following limitations:

9.1.3.1 The leave of absence without pay shall not be for a period longer than two years minus any period of emergency leave used during the pregnancy.

9.1.3.2 The leave of absence must be requested at least thirty (30) days in advance.

9.1.3.3 The teacher may return from the leave of absence only at the beginning of a school term unless otherwise agreed to by the Superintendent.

9.1.4 Nothing in Section 9.1 of this Article shall be interpreted to deprive the Board of its authority under Section 913 of the Education Law to direct the teacher to submit to a medical examination to be conducted by a physician designated by the Board.

9.2 **Personal Leave**

9.2.1 It is understood by the District that unforeseeable events may create extraordinary demands and opportunities for District employees. When such situations arise, as recognized by the Superintendent, the Board agrees to consider proposals for sabbatical leave, long-term personal leave and temporary leave, with or without pay or increment, on a case-by-case basis, without commitment to grant any such regulated leave.

ARTICLE 10
PAYROLL DEDUCTIONS AND PROCEDURES

10.1 Payroll checks will be issued bi-weekly on Fridays in accordance with past practice.

10.2 Contractual salaries will be divided by 21 to determine the gross bi-weekly amount, except for those teachers who request division by 26 on appropriate forms furnished by the administration.

10.3 The District will make a reasonable effort, consistent with sound payroll and accounting principles and procedures, to provide teachers with their paychecks on the last day prior to a recess when a regular pay date falls during a vacation period.

10.4 The District agrees to allow payroll deductions for the purpose of allocation to credit union, savings bonds, various health insurances, tax-sheltered annuities and voluntary contributions to the NYSUT Benefit Trust or VOTE/COPE.

ARTICLE 11

SUBSTITUTES

- 11.1 Where a teacher is directed by the Superintendent (as opposed to volunteering subsequent to a request by the Superintendent) to perform the duties of an absent teacher, compensation shall be paid at the rate of substitute pay.
- 11.2 A teacher may be directed to perform the duties of an absent teacher only in the event of a circumstance where no outside substitute can reasonably be obtained or when there is no substitute available through BOCES.
- 11.3 Teachers shall not be required to obtain substitutes.
- 11.4 When a teacher leaves the employ of the District, goes on extended leave of absence or temporarily moves to another position and there are more than ninety (90) days remaining in the school year, the teacher replacement obtained shall be hired on a full-time basis and shall be given all rights and privileges of a full-time teacher from the first day of employment.

ARTICLE 12

COMPENSATION

- 12.1 **Payment for Graduate Credit Hours**
- 12.1.1 For graduate course credit hours completed prior to July 1, 1995 the following terms and condition for compensation shall apply:
 - 12.1.1.1 Teachers shall be compensated at the rate of \$30 for each graduate course credit hour completed prior to July 1, 1986.
 - 12.1.1.2 For graduate course credit hours completed on or after July 1, 1986, teachers shall be compensated at the rate of \$38 per hour.
 - 12.1.1.3 Effective July 1, 1989, teacher who enroll, and successfully complete graduate level courses, in an area related to their field of education beyond those courses required for permanent certification shall be paid \$45 per credit hour for such courses. Only courses which have been pre-approved by the Superintendent will be guaranteed for payment. Any course which has not been pre-approved will be eligible for payment provided such course is directly related to the teacher's area

or field of education. Teachers must attempt to have all courses pre-approved. This practice will be discontinued as of July 1, 1995.

12.1.1.4 Effective July 1, 1995. If approved by the Superintendent, tuition for courses selected by the employee for job enhancement, or required for continued employment, shall be repaid to the employee by the District. Written application from the employee should be given to the Superintendent at least thirty (30) days prior to the course commencement, when possible.

12.1.1.5 The Masters Degree differential shall be \$300.

12.2 Payment for Extra Curricular/Co-Curricular Activities

Effective July 1, 1998: 3% per year

Activity	2002 - 2003	2003 - 2004	2004 - 2005
Softball	\$383 (479)	\$395 (494)	\$406 (508)
Football I	1,275 (1657)	1,313 (1707)	1,353 (1758)
Football II	1,275 (0)	1,313 (0)	1,353 (0)
Boys Basketball (7/8)	1,403 (1657)	1,445 (1707)	1,488 (1758)
Boys Basketball (5/6)	1,147	1,182	1,217
Girls Basketball (7/8)	1,147	1,182	1,217
Girls Basketball (5/6)	383 (479)	395 (494)	406 (508)
Volleyball (7/8)	1,403 (1657)	1,445 (1707)	1,488 (1758)
Volleyball (5/6)	383 (479)	395 (494)	406 (508)
Boys Soccer (7/8)	1,657	1,707	1,758
Girls Soccer (7/8)	1,657	1,707	1,758
Girls Soccer (5/6)	383 (479)	395 (494)	406 (508)
Yearbook Advisor	446	459	473
Chaperone (per home event)	26	26	27
Extra Class Fund Advisor	580	597	615
Administrative Coverage	1,160	1,195	1,230
CSE Chairperson**	2,319	2,388	2,460
TOTAL	\$17,027	\$17,539	\$18,061

Numbers in parentheses become stipends if in any year that there is only a single football team.

* The amount stated for football, soccer and CSE chairperson/activity is a "per" sport payment, not per coach. The amount set forth is to be divided between the head coach and the assistant coach as determined by the head coach. If no assistant coach is employed, the head coach shall receive the entire amount. If an assistant coach is employed on a part-time basis, the total amount shall be prorated between the head and assistant coaches according to time and responsibility.

** The CSE Chairperson stipend shall only be available if the person assigned to such position is a WTA bargaining unit member. The District reserves the right to assign such duties to other District or non-District employees.

12.3 Salaries

12.3.1 Effective July 1, 2002, for the 2002-2003, 2003-2004, 2004-2005 for teacher/teaching assistant's with less than 20 years service to the District, their salaries shall be computed by taking the base salary (see Attachment B – 2001-2002 base pay schedule) for the prior school year and increasing such salary by 2.3% per step, as detailed in the step schedule (see Attachment A-C), then increasing such amount by 2.5%. The 2.5% increase was agreed to as an accurate reflection of the cost of living increase averaged for the years 1997-2001.

12.3.1.2 Effective July 1, 2002, for the 2002-2003, 2003-2004, 2004-2005 school years, for teachers and teacher assistants with 20 years or more of service to the District, their salaries shall be computed by taking each individual teacher/teaching assistant's base salary for the prior school year and increasing such salary by 2% and then increasing the resulting figure by 2.5% (see Attachment B-2001-2002 base pay schedule). The 2.5% increase was agreed to as an accurate reflection of the cost of living increase averaged for the years 1997-2001.

12.3.1.3 If no successor agreement is reached as of June 30, 2005, then teachers and teaching assistants with less than 20 years of service to the District at that time shall continue to be entitled to the 2.3% "step" increase to the base salaries as indicated on the "step schedule" on Attachment "A". Teachers and teaching assistants with 20 years or more of service to the District as that time shall not be entitled to the 2% increase received during the term of this agreement or any other

increase, until such time as a successor agreement which includes an increase is reached.

- 12.3.2 **Out of Certification Classes.** For teachers who are required to teach home and careers, technology or health courses, which courses are outside such teachers' certification, they will be paid for such courses as follows: A stipend of \$4,900. There will be no increase to this amount during the course of this Agreement.
- 12.3.3 The year will be extended by 24 working hours for the purpose of workshops, seminars, in-service training, etc. These events will be scheduled by a committee of Association members and the Superintendent. At least two weeks notice will be given to the employee, and attendance is expected by all to whom the subject is applicable, as defined by the Superintendent. Employees shall be compensated for this program by adding an additional 1.6% to each year's salary based on the last year's aggregate.
- 12.3.4 At the Superintendent's discretion, employees may be asked to work during that period between the end of the school day and approximately 3:30 p.m., for the purposes which may include monitoring after school detention, or tutorial duties. This will be compensated at the rate of twenty dollars (\$20.00) per hour. If no employee accepts the assignment, the Superintendent may appoint an employee to fill the position.

ARTICLE 13

ASSOCIATION RIGHTS

- 13.1 No teacher shall suffer any professional disadvantage by reason of membership in the Association or participation in its lawful activities.
- 13.2 When the Superintendent calls a teacher to a meeting to discuss disciplinary matters the teacher shall have the right, upon request, to be accompanied at such meeting by the Association president or delegate.
- 13.3 Any teacher whose appearance as a witness is necessary in investigations, meetings or hearings involving the parties shall have the right to be accompanied by the Association president or delegate.

13.4 **Dues Deduction**

- 13.4.1 The District agrees to deduct dues from the salaries of teachers for membership in the Association and its affiliated groups when teachers individually authorize the District to deduct said dues and to transmit the monies promptly to said Association. The teacher's authorization will be in writing.
- 13.4.2 The Association will certify to the District, in writing, the current rate of membership dues. When the rate of teachers' dues shall change, the Association will give the District thirty (30) days written notice prior to the effective date of such change.
- 13.4.3 Deductions will be made in 21 consecutive paychecks beginning with the first payroll in September. The District will not be required to honor for payroll deduction any authorizations that are delivered to it later than fifteen (15) days prior to the distribution of the payroll from which the deductions are to be made.
- 13.4.4 No later than September 30 of each year, the Association will provide the District with a list of those employees who have authorized the District to deduct dues. The District will notify the Association monthly of any changes in said list.

13.4.5 Teacher authorization shall be in writing in the form following:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name First Middle

Address

TO: BOARD OF EDUCATION OF WHEELERVILLE UNION FREE SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Wheelerville Union Free School Teachers Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with the Association, to deduct from my salary and transmit to the Association the dues certified by said Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School District and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

13.5 **Official Documents**

13.5.1 All public records shall be made available to the Association for inspection and copying in the Clerk's office.

13.6 **Use of Office Equipment**

13.6.1 The Association shall have the right to use, without charge, the school office equipment upon the Building Principal's approval of such scheduled use. There shall be no charge for reasonable use of supplies, materials and equipment.

13.7 **Announcements**

13.7.1 The Association shall have the right of communication through faculty mailboxes, school mail and bulletin boards located in the faculty lounge. A copy of all announcements sent through the school mail, placed in the faculty boxes or posted on bulletin boards should be distributed to the Building Principal as well as the Superintendent.

13.8 Copies of this Agreement will be printed by the Association in sufficient numbers to provide each member of the bargaining unit with a copy. In addition, five copies will be provided for the District and twenty-five for the Association.

13.9 **Agency Fee**

13.9.1 The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association an amount equivalent to the dues levied by the Association and shall transmit the sum as deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it will adopt such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect as long as the Association maintains such procedure.

13.9.2 The agency fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

13.10 **Association Days**

- 13.10.1 Three days (or six half days) of paid leave shall be available each year to a designated Association representative for the transaction of Association business related to the operation of the school, the administration of this Agreement or matters involving terms and conditions of employment.

ARTICLE 14
INSURANCE

- 14.1 **Health Insurance.** The School District shall provide to the members of the bargaining unit health insurance in the present form, Blue Shield Health Now Flex or its equivalent HMO coverage, to include a prescription drug rider. The employee may choose an alternate plan, provided any cost incurred in excess of present Health Flex Now (or equal) is borne by the employee. Effective July 1, 1998 employees shall pay 15% of the premium of an individual, two-person or family health insurance plan (as appropriate to the employee's individual/family status). The District shall pay the remaining 85% of such premium cost.
- 14.1.1 **Health Insurance.** Effective July 1, 1992 the District's obligation to provide health benefits in accordance with this section will be limited to coverage for individual members of the Association and their immediate dependents, provided that such employees and/or dependents are not covered under the health insurance coverage of any person. Employees with duplicate coverage may forfeit all rights to any insurance provided by the District under this section.
- 14.1.2 Any employee who voluntarily surrenders his/her right to health insurance coverage by the District for whatever reason, will receive a stipend of \$800 per year.
- 14.2 **Retiree Health Insurance.** All bargaining unit members with at least ten years of District service immediately prior to retirement, who are eligible to retire pursuant to the rules of the New York State Teachers Retirement System, and who retire prior to July 1, 2004, shall receive individual health insurance in retirement for themselves at no cost to the unit member throughout the retiree's lifetime, provided that the retiree is not covered under the health insurance policy of another person. Two person or family coverage may be

obtained by the retiree by paying the difference in premium cost between an individual plan and the two-person or family plan chosen.

14.2.1 Effective July 1, 2004, and throughout the 2004-2005 school year, any bargaining unit member with at least ten (10) years of District service immediately prior to retirement, who is eligible to retire pursuant to the rules of the New York State Teachers Retirement System, and who retires prior to July 1, 2005, shall be required to contribute five (5%) percent of the premium cost for their individual plan, or \$543.00, whichever is less. No unit member who retires between July 1, 2004 and June 30, 2005 shall pay more than \$543.00 per year towards individual health insurance in retirement during his/her lifetime. No retiree shall be eligible for District insurance if they are covered under the health insurance of another person. Two person or family coverage may be obtained by the retiree by paying the difference in premium cost between an individual plan and the two-person or family plan chosen.

14.2.2 Effective July 1, 2005, and in each school year thereafter, any bargaining unit member hired prior to July 1, 2002 with at least ten (10) years of District service immediately prior to retirement, who is eligible to retire pursuant to the rules of the New York State Teachers Retirement System, and who elects to retire, shall be required to contribute the lesser of (i) five (5%) percent of the premium cost of their individual plan, or (ii) the maximum health insurance contribution established during the year of their retirement. The maximum health insurance contribution (hereinafter, the "cap"), for the retiree's individual plan, will be established by calculating the percentage change in the cost of health insurance to the District over the years 2002-2003, 2003-2004, 2004-2005, and increasing or decreasing the previous year's cap by that percentage. The base cap for the 2005-2006 school year calculation will be \$543.00. For example, if health insurance costs increase by 10% total over the years, 2002-2003, 2003-2004, 2004-2005, then the cap would be increased by 10%. If over the years 2002-2003, 2003-2004, 2004-2005, the health insurance costs decreased by 5%, then the cap would be reduced by 5%. Thus, in July 2005, the cap would be calculated by increasing or decreasing the base cap of \$543.00 by the total percentage change during the 2002-2003, 2003-2004, 2004-2005 school years. If the total change in those three years was a 5% decrease, the cap for all unit members retiring in the 2005-2006 school year would be \$516.00 for individual coverage. The "new cap" established will remain in force for the life of the successor agreement. Future "caps" will be established by calculating the percentage change in the cost of health insurance to the district during

the duration of the successor agreement. No retiree shall be eligible for District insurance if they are covered under the health insurance of another person. Two person or family coverage may be obtained by the retiree by paying the difference in premium cost between an individual plan and the two-person or family plan chosen.

- 14.2.3 Teachers and teaching assistants hired on or after July 1, 2002 shall pay the same percentage contribution towards health insurance in retirement as they paid during the last month of their employment.
- 14.2.4 If a retiree passes away before his/her spouse, the surviving spouse may obtain an individual health insurance policy through the District by paying the full premium cost. The reduced contribution and the cap shall not apply to the surviving spouse. The surviving spouse shall not be eligible for District insurance if (s)he is covered under the health insurance of another person.
- 14.2.5 Teachers and assistants who retire pursuant to Article 14.2.1, 14.2.2 or 14.2.3 above, will be eligible, at their choice, to receive credit for accumulated and unused sick leave toward payment of the employee's cost of coverage under the District-wide insurance plan. Retirees employed prior to July 1, 1998 may use 142 accrued sick leave days credited at \$55.00 per day to prepay in full their total health insurance contribution in retirement. Retirees employed after July 1, 1998 may use 222 accrued sick leave days credited at \$35.00 per day to prepay in full their total health insurance contribution in retirement. Retirees must have at least 142 or 222 accrued sick leave days, depending on their date of hire, in order to participate in the prepay option. Retirees with less than 142 or 222 accrued sick leave days, who have used their accrued sick leave days for life threatening health conditions may request that the Board of Education permit them to participate in the prepay option. Such request will be considered on a case by case basis and the Board has complete discretion in granting or denying such requests.
- 14.3 **Group Whole Life Insurance.** Life insurance in the initial face amount of ten thousand (\$10,000) per unit member shall be provided, at the District's expense. This policy shall be structured as an interest bearing investment vehicle which may be used, at the member's discretion, as a repository for District payments for unused leave days, as delineated in Article 8 of this Agreement, and may also be used, at the members' discretion, as a personal investment plan.

14.4 **Health Maintenance Committee**

- 14.4.1 The District shall expand the present in-house dental plan to be "The Health Maintenance Committee", which shall continue to provide dental care coverage to bargaining unit members, but with no weekly contribution on the part of the member, and shall be expanded to include "eye care."
- 14.4.1.1 Payments to member employees for dental and eye care shall be made according to the dental/eye care addendum to this contract.
- 14.4.1.2 Committee checks must be signed by any two appointed or elected members.
- 14.4.1.3 A list of allowable dental and eye care expenses will be provided to members of the bargaining unit and the Board by the committee.
- 14.4.1.4 The committee will establish a plan for the acceptance of the management of existing and future health maintenance cost needs of bargaining unit members, whether or not covered by outside insurance agencies at present, and where deemed practical by committee members.
- 14.4.1.5 The committee shall actively encourage among subscribers the observance of preventive health maintenance measures to obtain the greatest possible utilization of existing health insurance coverages, maximize the present state of health of the employee community and minimize future health corrective costs.
- 14.4.1.6 The committee shall at all times be subject to the rules, provisions and restrictions of the Charter.
- 14.4.2 This committee shall be made up of one WUFS Teachers' Association member, one member of the noninstructional association and one member of the administrative staff, and shall be chaired by one member of the Board.
- 14.4.3 This committee shall generate, in a timely manner, the limits and extent of coverages, and shall supply all affected parties with a written notice of their rights and responsibilities.
- 14.4.4 This plan shall be funded by the District which received the employees' contributions. The District shall initially fund the Health Maintenance Committee with a stipend of eight thousand dollars

- 15.1.5 A participating member who elects to withdraw from the Bank forfeits all days he/she has contributed. Members may elect to withdraw from the Sick Leave Bank with written notice to the Health Maintenance Committee, to be received prior to September 1 of the year in which they choose to withdraw. Such member must owe the Bank no days, forfeits any prior contributions and may not rejoin the Bank for the duration of their careers.
- 15.1.6 Use of the Sick Leave Bank is restricted to extended catastrophic illness or disability requiring medical attention and/or hospital care.
- 15.1.7 Participating members may draw from the Bank only after their own sick leave entitlement has been exhausted.
- 15.1.8 Applications for the use of Sick Bank days should be submitted as soon as the need becomes apparent. Applications must bear the signature of the applicant and the attending physician.
- 15.1.9 A maximum of sixty (60) days may be borrowed by a member during a given school year.
- 15.1.10 A member whose disability extends into a second year must reapply to the Health Maintenance Committee.
- 15.1.11 Upon returning to duty, a member is required to repay the Bank at the rate of three (3) days per school year.
- 15.1.12 Days remaining in the Bank at the end of each year shall be carried over into the following school year.
- 15.1.13 Changes in the regulations must be jointly agreed upon by the Association and the Board of Education after submission by the Health Maintenance Committee.
- 15.1.14 Upon retirement, the retiree may contribute up to fifteen (15) days to the Sick Leave Bank.
- 15.1.15 An annual report reflecting the status of the Bank shall be forwarded to the Board and the Association by the Health Maintenance Committee.

ARTICLE 16

SCHEDULE AND LOAD

16.1 Duty Free Lunch Period

16.1.1 Each teacher shall have a duty-free lunch period of at least thirty (30) minutes duration and free from student supervision responsibilities.

16.2 Professional Planning Period

16.2.1 Each teacher shall have at least one preparation period per day of at least forty (40) minutes duration.

16.3 Any teacher who has requested a teacher aide or teaching assistant due to classroom overcrowding and has had such request denied by the Superintendent may convene a committee consisting of an elementary teacher, a secondary teacher and the Superintendent, which committee shall meet to discuss the situation.

ARTICLE 17

GENERAL

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2002 and shall continue in full force and effect through June 30, 2005 and from year to year thereafter, unless at least by March 1 of 2005 either party serves written notice upon the other that it desires to amend its terms. Existing provisions will continue until a new Agreement has been concluded.

FOR THE DISTRICT

Betsy N. Burke

FOR THE ASSOCIATION

Robert De Lillo

WHEELERVILLE UNION FREE SCHOOL
TEACHERS' STEP SCHEDULE
ATTACHMENT A

STEP	01/02 STEP BASIS	02/03 STEP BASIS	03/04 STEP BASIS	04/05 STEP BASIS
1	\$31,998.11	\$32,000.11	\$32,368.11	\$32,740.35
2	32,351.79	32,734.07	32,736.11	33,112.58
3	32,719.60	33,095.88	33,486.95	33,489.04
4	33,091.60	33,472.15	33,857.09	34,257.15
5	33,467.82	33,852.71	34,242.01	34,635.80
6	34,203.81	34,237.58	34,631.32	35,029.58
7	35,093.13	34,990.50	35,025.05	35,427.84
8	36,110.60	35,900.28	35,795.28	35,830.62
9	37,001.01	36,941.14	36,725.98	36,618.57
10	38,184.95	37,852.04	37,790.79	37,570.68
11	39,330.55	39,063.20	38,722.63	38,659.97
12	40,707.25	40,235.15	39,961.66	39,613.25
13	42,078.47	41,643.51	41,160.56	40,880.77
14	43,341.26	43,046.27	42,601.31	42,107.26
15	44,641.29	44,338.11	44,036.33	43,581.14
16	45,935.84	45,668.04	45,357.88	45,049.17
17	47,267.63	46,992.37	46,718.40	46,401.11
18	48,582.99	48,354.79	48,073.19	47,792.93
19	49,918.07	49,700.40	49,466.95	49,178.87
20	51,265.20	51,066.19	50,843.51	50,604.69

WHEELERVILLE UNION FREE SCHOOL

ATTACHMENT B
2001 - 2002 BASE PAY SCHEDULE

LESS THAN 20 YEARS OF SERVICE

\$44,435.35
51,596.54
48,916.00
16,606.42
54,489.72
54,489.72
53,032.38

\$323,566.13

20 YEARS OR MORE YEARS OF SERVICE

\$62,591.12
57,360.47
60,010.23
62,199.43
61,345.05
55,960.24
57,360.47
61,291.79
61,345.05

\$539,463.84

WHEELERVILLE UNION FREE SCHOOL
TEACHERS' ASSISTANT STEP SCHEDULE
ATTACHMENT C

STEP	01/02 STEP BASIS	02/03 STEP BASIS	03/04 STEP BASIS	04/05 STEP BASIS
1	\$16,419.74	\$16,608.56	\$16,799.56	\$16,992.76
2	16,606.42	16,797.39	16,990.56	17,185.95
3	16,795.22	16,988.37	17,183.73	17,381.34
4	16,986.18	17,181.51	17,379.10	17,578.96
5	17,179.29	17,376.86	17,576.68	17,778.82
6	17,250.70	17,574.41	17,776.53	17,980.95
7	17,626.77	17,647.47	17,978.63	18,185.39
8	18,078.02	18,032.19	18,053.36	18,392.13
9	18,600.48	18,493.81	18,446.93	18,468.59
10	19,054.33	19,028.29	18,919.17	18,871.21
11	19,662.15	19,492.58	19,465.94	19,354.31
12	20,244.16	20,114.38	19,940.91	19,913.66
13	21,660.91	20,709.78	20,577.01	20,399.55
14	22,306.41	22,159.11	21,186.10	21,050.28
15	22,955.52	22,819.46	22,668.77	21,673.38
16	23,630.41	23,483.50	23,344.30	23,190.15
17	24,287.34	24,173.91	24,023.62	23,881.22
18	24,950.38	24,845.95	24,729.91	24,576.16
19	25,624.04	25,524.24	25,417.41	25,298.70
20		26,213.39	26,111.30	26,002.01

DENTAL/EYE CARE ADDENDUM TO CONTRACT

Under the terms and conditions of the following agreement, the Wheelerville Union Free School District (District) and the Wheelerville Union Free Teachers' Association (Association) agree to participate in the organization and operation of a Health Maintenance Fund (Fund). The purpose of this fund is the propagation of improved dental, health and eye care among association members and their dependents through the reduction of certain dental and eye care procedural costs to the association member, and through increased awareness of preventive dental health and eye care measures by the Association.

I. ADMINISTRATION OF THE FUND

The fund will be governed by a committee of representatives, including one member of School Administration, one member of the WUFS Teachers' Association, one member of the non-instructional association and one member of the District Board of Education who will serve as chairperson. The representatives are to serve terms of one year, commencing September 1, of each school year. The Committees responsibility will include, but not be limited to, the following:

- A. Origination and maintenance of a separate, interest-bearing Health Maintenance account at an accessible, accredited financial institution. The district clerk and treasurer's signature must be apparent on Fund Checks.
- B. Timely deposit of the contributory funds from the District.
- C. Timely review of Association member's dental care and eye care receipts, and prompt payment on allowable items.
- D. Maintenance of an accurate and legible log of experience and receipts.
- E. Prompt and evenhanded address of extraordinary circumstances. The Committee decisions are binding to both parties to the contract, and may include, but not be limited to, the alteration of the contract and/or additional assessments to the Association and the District proportionately.
- F. Regular reporting to the Association and the District as to the status of the Fund.

- G. Propagation of reasonable preventive dental health and eye care practices amount Association membership.

II. FUNDING

The Fund will be created with an initial grant of Eight Thousand Dollars (\$8,000.00) from the District.

- A. Participation in the Fund on the part of all Association members is not obligatory. Coverage of dependents is also discretionary on the part of Association members. Decision concerning membership in the dental/eye care program must be made by September 1st.

III. ELIGIBILITY

- A. All members of the Wheelerville Union Free School Teachers and Non-Instructional Associations are eligible for Fund coverage.
- B. The members' spouse and any legal dependent of an Association member who receive health insurance coverage through the District are eligible for fund coverage. Each legal dependent is covered up to the age of 19. If a legal dependent is a full-time college student he or she is covered to the age of 25.
- C. All Administrative staff members of the Wheelerville Union Free School are eligible for coverage.
- D. The members' spouse and any legal dependents of an Administrative staff member who received Health Insurance coverage through the District are eligible for fund coverage. Each legal dependent is covered to the age of 19. If a legal dependent is a full-time college student he or she is covered to the age of 25.

IV. DENTAL COVERAGE

- A. Members will be reimbursed for eighty percent (80%) of the cost to the member for allowable dental procedures up to \$2,000 per family. A specific limit may be set for certain procedures. Payment will be made by the committee, to the member, upon its receipt of paid invoices from members for dental health expenditures, and after a period of review, by the committee, if the procedure is allowable, not to exceed thirty (30) days from the point of submission to the committee.

B. Dental procedures not included in the following list of Allowable Dental Procedures are deemed excluded from coverage.

C. Allowable procedures are as follows:

1. Diagnostic & Preventive

- a. Initial and periodic oral exams
- b. Prophylaxes
- c. Radiograph
- d. Fluoride treatments
- e. Space maintainers, under age 19
- f. Extractions

2. Restorative

- a. Amalgam, acrylic or plastic restorations
- b. Plastic, porcelain or stainless steel crowns (Limit \$300 per tooth)
- c. Re-cement crowns
- d. Root Canal Therapy (Limit \$300 per tooth)

3. Dentures

- a. Replacement, realignment or repair (Limit \$300 per year)

C. The Committee reserves the right to reduce or limit this amount of payment on any given, allowable procedure, should the Committee determine the given charge to be clearly in excess of prevailing rates.

V. EYE CARE

A. Members will be reimbursed for eye care according to the following:

Age 1-15	\$100 per year – Exam/lenses	\$25 – exam only
Age 16-50	\$100 every two years – Exam/lenses	\$25 – exam only
Age 51 plus	\$100 per year – Exam/lenses	\$25 – exam only
Diabetic (any age)	\$100 per year – Exam/lenses	\$25 – exam only

VI. PRESCRIPTION DRUG

- A. Members, who are covered by Blue Shield of Northeastern New York's Health Now Flex plan, which features the \$10/\$20 prescription drug co-payments will be reimbursed for prescription medication as follows:

Generic Prescription	\$5 per original Rx or Refill
Name brand	\$10 per original Rx or Refill

There will be no reimbursement for higher co-payments due to use of non-formulary medications. There is no coverage for over-the-counter medications or prescription drugs not covered by this plan.

This clause will remain in effect only as long as BSNENY's Health Flex Now offers this \$5/10 plan as an option.

VII. TERMS

This instrument is an addendum to the existing contract between the District and the WUFS Teachers Association, the non-instructional unit and the Administrative memorandum of understanding. It is in force through the term of the contracts to which it is appended, and should they expire without successor agreements, it shall continue in force until such time as a new contract or agreement is adopted.

BE IT RESOLVED that the Board of Education of the Wheelerville Union Free School District hereby approves and ratifies the Agreement by and between the Wheelerville Union Free School District and the Wheelerville Teachers Association dated August 12, 2002 and authorizes all payments in accordance therewith.